

# EXHIBIT

# 9

4/19/99

**BARUCH COLLEGE**

Site "B"

JDE #51046

DA# 6500 1802 3145 (9012)

**AMENDMENT NO. 12**

An Agreement having been made as of the 14th day of September 1995, amended by Amendment No. 1 dated March 26, 1996, Amendment No. 2 dated February 3, 1997, Amendment No. 3 dated April 11, 1997, amendment No. 4 dated April 11, 1997, Amendment No. 5 dated February 10, 1998, (Amendment No. 6 combined with Amendment No. 5), Amendment No. 7 dated November 19, 1998, Amendment No. 8, Amendment No. 9 and Amendment No. 10 dated February 12, 1999, and Amendment No. 11 which is in process, by and between the **DORMITORY AUTHORITY - State of New York**, having its principal office and place of business at 515 Broadway, Albany, New York, 12207-2964 therein and hereinafter referred to as the **OWNER**, and **KOHN PEDERSEN FOX ASSOCIATES, P.C.**, whose office is located at 111 West 57th Street, New York, New York 10019, therein and hereinafter referred to as the **ARCHITECT**; and

**WHEREAS**, the **OWNER** has requested the **ARCHITECT** to Provide Additional Design and Construction Services as described herein for the Project; and

**WHEREAS**, the **OWNER** and the **ARCHITECT** have agreed upon an amount of compensation for the Additional Services; and

**NOW, THEREFORE**, the **OWNER** and the **ARCHITECT** agree that said Agreement is hereby amended as follows:

1. **ARTICLE I: ARCHITECT'S SERVICES, APPENDIX "A," SCOPE OF SERVICES OF ARCHITECT, II. Additional Services**, is hereby amended to include the following services:

The **ARCHITECT** shall perform the following **SCOPE OF WORK** for Amendment No. 12:

**Pedestrian Crossing**

**Vollmer Associates (Civil Engineering Subconsultant)**

1. Vollmer Associates (VA) will revise the Builders's Pavers Plan to include a mid-block pedestrian crossing with blinking lights on 25<sup>th</sup> Street.
2. VA will prepare traffic and pedestrian assessments for the pedestrian crossing (Traffic Signal Warrant Study). VA will prepare signal drawings, obtain NYDOT approval and provide services for construction administration in conjunction with KFP.

**Kohn Pedersen Fox**

1. KPF will coordinate the work of VA and incorporate the revised Builder's Pavers Plan and specifications in the General Construction #2 bid package.
2. KPF will provide construction administration and supervision for this work.

Utility Tunnel**Vollmer Associates**

1. VA will design utility conduit which connect the two Building Site A and Site B
2. VA will attend meeting with the NYC Department of Transportation and other city agencies as required to obtain permission to construct conduits under 25<sup>th</sup> Street.
3. VA will design the method to relocate the water main in 25<sup>th</sup> Street to accommodate the conduits.
4. VA will provide construction administration services in conjunction with KPF.

**Weidlinger (Structural Engineering Subconsultant)**

1. Working with KPF and VA, Weidlinger will perform the required structural design work involved in the utility tunnel.
2. Weidlinger will modify the Foundation Work Package (Contract #1) to incorporate the design of the utility tunnel.

**Kohn Pedersen Fox**

1. KPF will coordinate the work of VA and Weidlinger and incorporate the design of the utility tunnel in all related drawings and specifications in the Construction bid packages.
2. KPF will provide construction administration and supervision for this work.

2. **ARTICLE V: PROVISION FOR PAYMENT, MAXIMUM AMOUNT PAYABLE**, is amended to increase the total amount of this Agreement by the total Lump Sum Amount of this Amendment (No. 12), said amount being \$104,992.00, for Site "B" and shall read as follows:

**MAXIMUM AMOUNT PAYABLE**

The OWNER shall pay, and the ARCHITECT agrees to accept, as full compensation for all Services pursuant to this Agreement, the Not to Exceed amount of Fourteen Million, Seven Hundred Sixteen Thousand, Three and 00/100 (\$14,716,003.00). Appendix "B," entitled **SUMMARY OF PAYMENTS**, is attached to and made a part hereof. Payments shall be made in accordance with the following Schedule:

Baruch Site "B"	\$14,003,126.00 NTE
School of Public Affairs	\$ 682,877.00 NTE

Payments for Services shall be made monthly in proportion to Services performed and approved by the OWNER. Payments shall be requisitioned on the OWNER's form, **PERSONAL SERVICES AGREEMENT REQUISITION** with accompanying backup. Only said form shall be used for reimbursement of Services.

**A. ARCHITECT'S SERVICES****2. Additional Services**

The OWNER shall pay, and the ARCHITECT agrees to accept, as compensation for all Additional services pursuant to this Agreement, as amended, the Lump Sum amount of Two Million, Nine Hundred Forty-one Thousand, Three Hundred Ten and 00/100 Dollars (\$2,941,310.00). Payments shall be made in accordance with the following Schedule:

Baruch Site "B"	\$2,308,433.00 LS
School of Public Affairs	\$ 632,877.00 LS

Payments for Additional Services pursuant to this Amendment No. 12 shall be paid in accordance with the following schedule:

**AMENDMENT NO. 12**

<b><u>Baruch Site "B"</u></b>	(connections of Site "A" & Site "B")	<b>\$104,992 LS</b>
Pedestrian Crossing on 25 <sup>th</sup> Street		\$33,847 LS
Utility Tunnels under 25 <sup>th</sup> Street		71,145 LS

It is further agreed that all other terms and conditions of this Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the OWNER and ARCHITECT have executed this Amendment as of this 28 day of April 1999.

KOHN PEDERSON FOX ASSOCIATES, P.C.

By Shelley Clegg  
Title Vice President

**DORMITORY AUTHORITY**

By Douglas Van Vleck  
Title Managing Director of Construction

CHD/ah

## ACKNOWLEDGMENT OF OFFICER OF OWNER EXECUTING CONTRACT

STATE OF NEW YORK )  
COUNTY OF ALBANY ) ss:

On the 10 day of May in the year 1999, before me personally came DOUGLAS M. VANVLECK to me known, who, being by me duly sworn, did depose and say that he resides at 28 Furry Road, Wynantskill, New York 12198; that he is the Managing Director of Construction of the Dormitory Authority, the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

PEARL ELLEN ROCK  
Notary Public, State of New York  
No. 01RO5022790  
Qualified in Albany County  
Commission Expires Jan. 18, 2000

Pearl Ellen Rock  
Notary Public

## ACKNOWLEDGMENT OF INDIVIDUAL, IF A CORPORATION

STATE OF NEW YORK )  
COUNTY OF New York ) ss:

On this 28 day of April in the year 1999, before me personally came Robert Cioppa to me known, who, being by me duly sworn, did depose and say that (s)he resides at Byronworth Rd. New Rochelle NY 10804 that (s)he is the Vice President of Kahn Andersen Fox Assoc. Inc., the corporation described in and which executed the above instrument; and that (s)he signed her/his name thereto by order of the Board of Directors of said corporation.

RAMSES CONYERS
Notary Public - State of New York
NO. 01CO6007749
Qualified in Kings County
My Commission Expires May 26, 2000

Ramsey C  
Notary Public

## ACKNOWLEDGMENT OF INDIVIDUAL, IF A PARTNERSHIP

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 19\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be a member of the firm \_\_\_\_\_, described in and who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

\_\_\_\_\_  
Notary Public

## ACKNOWLEDGMENT OF INDIVIDUAL, IF AN INDIVIDUAL

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 19\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and (s)he duly acknowledged that (s)he executed the same.

\_\_\_\_\_  
Notary Public

## APPENDIX "B"

## SUMMARY OF PAYMENTS

<u>MAXIMUM AMOUNT PAYABLE</u>	<u>\$14,716,003 NTE</u>
<b>A. ARCHITECT's SERVICES</b>	
1. <u>Original Scope of Services</u>	<b>\$11,200,000 LS</b>
Programming	\$ 336,000 LS
Pre-schematics	616,000 LS
Schematic	1,288,000 LS
Design Development	2,464,000 LS
Construction Documents	3,920,000 LS
Bidding	112,000 LS
Construction	2,240,000 LS
Post Construction Deliverables	224,000 LS
2. <u>Additional Services</u>	<b>\$2,941,310 LS</b>
<u>Amendment No. 1</u>	<b>\$165,705 LS</b>
Kohn Pedersen Fox	\$20,359 LS
Castro-Blanco, Piscioneri	\$54,155 LS
Vollmer Associates	\$47,934 LS
Federman Design	\$21,112 LS
Testwell Craig	\$22,145 LS
<u>Amendment No. 2</u>	<b>547,130 LS</b>
<u>School of Public Affairs</u>	
Schematic Design	\$69,718 LS
Design Development	\$93,231 LS
Construction Documents	\$187,096 LS
Bidding and Award	\$22,651 LS
Construction Administration	\$82,824 LS
Elevator Design	\$12,100 LS
Expediter Service	\$16,500 LS
<u>17 Lexington Avenue</u>	
Feasibility Study	\$63,010 LS
<u>Amendment No. 3</u>	<b>106,005 NTE</b>
<u>Historic Exhibition / Kaufman Stables</u>	
Part 1 - Demolition	\$34,313 NTE
Part 2 - Design	\$42,458 NTE
Part 3 - Bidding / Const. Admin.	\$21,734 NTE
CONSULTANT'S Administration	\$7,500 NTE
<u>Amendment No. 4</u>	<b>141,737 LS</b>
<u>Baruch Site "B"</u>	
<u>Asbestos Abatement Services</u>	
Air Monitoring Services	74,503 LS
Air Sampling & Analysis	37,653 LS
<u>Soils Contamination Services</u>	
Field Labor	5,760 LS
Sampling & Analysis	20,610 LS
10% Consultant's Markup on Labor	3,211 LS
<u>Amendment No. 5</u>	<b>75,240 NTE</b>
<u>Baruch Site "B"</u>	
Labor Soil Contamination	20,583 NTE
Sampling & Analysis	37,710 NTE

Consultant Markup (At rates previously established)	1,200 NTE
<b><u>School of Public Affairs</u></b>	
Labor for Air Monitoring (Asbestos Abate)	10,572 NTE
Air Sampling & Analysis (At rates previously established)	5,175 NTE

**Amendment No. 7** \$261,981 LS

**School of Public Affairs**

Art Glass and Wall Installation	60,000 LS
Payment to Non-Selected Artists	4,000 LS
ARCHITECT'S Admin. Fee	6,000 LS

**Baruch Site "B"**

**Signage**

Signage Sub-Consultant	69,000 LS
ARCHITECT'S Admin. Fee	15,315 LS

**Security System**

Security Sub-Consultant	153,000 LS
ARCHITECT'S Admin. Fee	24,666 LS

**Amendment No. 8** \$434,585 LS

Kohn Pederson Fox	60,585 LS
Cosentini Associates	281,000 LS
Cosentini Constr. Admin.	93,000 LS

**Amendment No. 9** \$225,357 NTE

**KPF**

Schematics	\$ 4,784 LS
Design Development	5,938 LS
Construction Documents	20,803 LS
Bid Phase	1,154 LS
Construction Services	10,055 LS

**Shen Milson & Wilke**

1. Additional Spaces/Capabilities (includes deleted video & viewing studio credit of \$17,500)	\$74,000 LS
2. Program Development	19,000 LS
3. Smart Podium	12,000 LS
4. Video over the Internet	12,000 LS
5. On-site Supervision (Sr. Assoc. @ \$43/hr X 2.5 X 1,210 hrs)	51,850 NTE
6. Altered Backgrounds	5,000 LS
7. Telecommunications Coordination	4,500 LS

**Amendment No. 10** \$55,928 NTE

**KPF**

Pool Work	4,357 LS
-----------	----------

**Cosentini Associates LLP**

Pool Work Coordination	1,851 LS
------------------------	----------

**Councilman/Hunsacker & Associates**

Construction Documents	32,045 LS
Bid Phase	3,451 LS
Construction Administration	13,804 NTE

(Principal & Sr. Assoc.	\$95/hr
Sr. Associates	\$34/hr *
Associates	\$26/hr *
Engineer	\$30/hr *
Architectural Technician	\$18/hr *
* subject to a 2.5 Multiplier)	

<b><u>Amendment No. 11</u></b>	<b>\$757,343 LS</b>
B. Accelerated Schedule -	
Additional Staffing & Bid Packages	\$409,212 LS
C. Co-op Studies/Redesign	290,000 LS
D. CUNY Trustees Presentation	58,131 LS

**AMENDMENT NO. 12**

Baruch Site "B" (connections of Site "A" & Site "B")	\$104,992 LS
Pedestrian Crossing on 25 <sup>th</sup> Street	\$33,847 LS
Utility Tunnels under 25 <sup>th</sup> Street	71,145 LS

<b>B. REIMBURSABLES</b>	<b>\$568,215 NTE</b>
<b>Original Agreement</b>	<b>\$200,000 NTE</b>
<b>Baruch Site "B"</b>	
Reimbursables	\$200,000 NTE
<b>Amendment No. 1</b>	<b>\$ 14,953 NTE</b>
<b>Building "B"</b>	
Kohn Pedersen Fox	\$3,600 NTE
Castro-Blanco, Piscioneri & Associates	\$4,550 NTE
Testwell Craig	\$6,803 NTE
<b>Amendment No. 2</b>	<b>\$ 50,000 NTE</b>
<b>School Of Public Affairs</b>	
Misc.Reimbursables	\$50,000 NTE
<b>Amendment No. 3</b>	<b>\$ 45,950 NTE</b>
<b>Historic Exhibition/Kaufman Stables</b>	
Part 1- Demolition	\$7,850 NTE
Part 2 - Miscellaneous Expenses	\$32,700 NTE
Part 3 - Bidding/Con Adm. Misc.	\$4,400 NTE
<b>Amendment No. 5</b>	<b>\$250,000 NTE</b>
<b>Building "B"</b>	
Reproduction	\$195,000 NTE
Travel / Mockups	40,000 NTE
Courier	10,000 NTE
Telephone / Telegraph	5,000 NTE
<b>Amendment No. 7</b>	<b>\$ 3,999</b>
<b>Baruch "B"</b>	
Signage Miscellaneous Expenses	\$1,532 NTE
Security System Miscellaneous Expenses	2,467 NTE
<b>Amendment No. 8</b>	<b>\$6,058 NTE</b>
<b>Baruch "B"</b>	
Miscellaneous Expenses	\$6,058 NTE

<u>Amendment No. 9</u>	<b>\$ 4,273 NTE</b>
Baruch "B"	
Miscellaneous Expenses	\$4,273 NTE

<u>Amendment No. 10</u>	<b>\$ 420 NTE</b>
Baruch "B"	
Miscellaneous Expenses	\$420 NTE

Payments for Services shall be made monthly in proportion to Services performed and approved by the OWNER. Payments shall be requisitioned on the OWNER's form, PERSONAL SERVICES AGREEMENT REQUISITION, with accompanying backup. Only said form shall be used for reimbursement of Services.

NTE = Not to Exceed

LS = Lump Sum